

RESIDENCY AGREEMENT

**BY AND BETWEEN SL COPPER LAKE ESTATES, LLC
(DOING BUSINESS AS COPPER LAKE ESTATES) AND**

[REDACTED]

DATED [REDACTED] 2015

RESIDENCY AGREEMENT

This Residency Agreement (this "Agreement") is made by and between SL Copper Lake Estates, LLC doing business as Copper Lake Estates (hereinafter, the "Community") and [REDACTED] (referred to singly or together, if applicable, as "You") and is effective as of July 14, 2015.

RECITALS

- A. The Community is located at 1225 Lakeshore Drive, Edmond, Oklahoma 73013. You have applied for accommodations in the Apartment at the Community, and the Community has accepted your application.
- B. The portion of the Community in which you will reside is an unlicensed residential senior community.
- C. The Community is operated on a non-discriminatory basis and affords equal treatment and access to services to all eligible persons.
- D. The purpose of this Agreement is to provide a statement of the services that will be furnished to you at the Community, and the other legal obligations that the Community will assume. This Agreement also sets forth your legal obligations to the Community, both financial and non-financial.

FOR CONSIDERATION RECEIVED, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

AGREEMENTS

1. ACCOMMODATIONS AND SERVICES.

Beginning on the date that you move in to the Community (your "move-in date"), the Community shall provide the following accommodations and services to you, subject to the terms and conditions contained within this Agreement.

A. Accommodations.

1. **Your Apartment.** You will reside in Apartment Number [REDACTED] at the Community (the "Apartment."). You may occupy and use the Apartment on an annual basis, subject to the terms of this Agreement, the Community's most current Rules and Regulations, and the most current version of the Resident Handbook. You will furnish the Apartment with your own furniture. You or your estate will be responsible for removing all of your furnishings when the Apartment is vacated.

2. Decoration and Alterations. You are free to decorate the Apartment as you wish provided that you comply with the safety rules of the Community. You may not make any structural or physical changes to the Apartment unless expressly approved in writing by the Community. Upon installation, any such alterations or improvements shall become the property of the Community. You may not change any lock or add any lock or locking device to the Apartment without the prior written consent of the Community. Any changes or modifications to the Apartment that require the assistance of electricians, contractors or similar professionals must be approved in advance by the Community. If you obtain such approval, you will be responsible for restoring the Apartment to its original condition and décor when the Apartment is vacated, unless the Community specifically exempts you from this requirement in writing.

B. Basic Services.

The services set forth in **Exhibit A**, which is attached to this Agreement and made a part of it, are included in the Basic Services Fee. There will be an extra charge for the services as set forth in **Exhibit B**, which is incorporated herein by this reference.

1. Meals. The Community will make available to you three (3) meals per day. Your Basic Services Fee includes three (3) meals per day. You may purchase additional meals for an extra charge. The Community will provide tray service to your Apartment for an extra charge as set forth in **Exhibit B**. You may invite guests to any meal, but the Community requests twenty-four (24) hours advance notice so that proper accommodations can be made. There will be an extra fee for guest meals as set forth in **Exhibit B**.

2. Activities. As part of your Basic Services Fee, the Community will assist interested resident groups in planning social and recreational activities. You are welcome to participate in such activities as desired so long as you execute a liability waiver. An additional charge may apply to activities outside of the Community.

3. Common Areas. As part of your Basic Services Fee, you can use the general purpose rooms of the Community, subject to availability, such as lounges, craft rooms, library, and meeting rooms, as applicable.

4. Transportation. As part of your Basic Services Fee, the Community will make available scheduled transportation for medical and dental appointments and planned social events. The Community's staff can provide you with schedules and destinations for the regular transportation service. If the Community makes other transportation arrangements available to you, you will be charged an extra fee as set forth in **Exhibit B** or as communicated to you for special events and trips. All other transportation is your responsibility.

5. Maintenance. The Community shall maintain in good order and repair all plumbing, toilet facilities and other fixtures installed for the general supply of hot and cold water, heat and electricity. You will be responsible for any costs and repairs for damages to said facilities considered above normal wear and tear.

6. Housekeeping Services. As part of your Basic Services Fee, you will receive the housekeeping services set forth in **Exhibit A**. Laundry and additional housekeeping services will be provided for an extra charge as set forth in **Exhibit B**.

7. **Emergency Response and Fire Protection.** Your Apartment will be equipped with an emergency call system and smoke detector. The call system is monitored twenty-four (24) hours per day to alert staff to called emergencies.

8. **Parking.** If you own a car and maintain a current valid drivers license, registration and insurance, the Community will provide you with the use of a parking space, provided that such space is available. This parking space will accommodate only standard size automobiles.

9. **Personal Supplies.** You shall provide your own supplies for personal care and hygiene.

2. **RESIDENT'S CAPACITY FOR RESIDENTIAL APARTMENT LIVING**

The residential housing portion of the Community in which you reside ("Residential Housing") consists of residential apartments with convenience services designed for persons who are capable of providing for their own health care and personal care needs. The residential housing portion of the Community is not licensed to offer and does not offer assistance with medications, bathing, dressing, mobility needs, or other personal care activities. You represent to the Community that you are capable of providing for your own health care and personal care needs and will provide for all such needs so long as you reside in Residential Housing.

A. **Transfer Due to Care Needs.**

If at any time you become incapable of providing or fail to provide for your health care or personal care needs, or if you develop a physical or mental condition that creates a danger to yourself or others, you agree to move promptly out of your residential Apartment and into the personal care facility operated by the Community or to an appropriate outside accommodation of your choice. Any determination that you are required to move for the reasons set forth in this paragraph shall be made in the judgment of the Community, in consultation with you and a physician or family member of your choice.

B. **Private Duty Personnel.**

All outside caregivers, companions, private duty aides and other personnel employed or retained by you to render services at the Community shall be subject to the Community's Rules and Regulations, Resident Handbook, and general policies, including the Private Duty Aid Policy, as set forth in **Exhibit C**.

C. **Release from Responsibility for Your Care.**

It is your responsibility to provide for your own health care and personal care needs so long as you reside in Residential Housing. You hereby indemnify, hold harmless and release the Community and its directors, agents, and employees, from any and all liability, cost, and responsibility for injury and damage, including attorneys' fees, arising from your failure to obtain, or from the failure of others to furnish, appropriate health care or personal care services, and from all injury and damage which could have been avoided or reduced if such services had been obtained or furnished.

3. **TERM.**

This Initial Term of this Agreement extends through December 31, 2015 (the "Initial Term"), unless earlier terminated as provided in Paragraph 10 below. Following the end of the Initial Term, and provided that you are not in default under this Agreement, this Agreement shall automatically renew on a yearly basis, unless either party sends a written notice of termination to the other party in accordance with Paragraph 10.

4. **COMMUNITY FEE.**

You shall pay a non-refundable Community Fee of Fifteen Hundred Dollars (\$1500) (the "Community Fee") to the Community concurrently with the execution of this Agreement, which covers the costs of reviewing your application and costs associated with planned activities. If you terminate this Agreement prior to the move-in date, the Community shall refund the Community Fee. In all other instances, the Community shall retain the entire amount of the Community Fee.

5. **BASIC SERVICES FEE.**

You agree to pay to the Community a Basic Services Fee during the term of your residency in the amount of **Twenty Five Hundred Fifty Dollars, (\$2550.00)** (the "Basic Services Fee"). This amount is due and payable monthly in advance by the first (1st) day of each calendar month. Your right to occupy and use the Apartment and to receive other services as set forth under this Agreement are contingent upon your timely payment of the Basic Services Fee. In the event that the Basic Services Fee, or other fees that you owe are not paid to the Community by the sixth (6th) day of the month, the Community reserves the right to begin collection and/or eviction proceedings, as well as to pursue any other remedies that the Community may have either at law or in equity. Payment of the Basic Services Fee will entitle you to the use of the Apartment during the term of this Agreement and to the services and accommodations described in **Exhibit A**. The Community may adjust the Basic Services Fee from time to time upon thirty (30) days prior written notice to you. This includes, but is not limited to, annual rate increases. Charges for services, amenities and supplies not included within the Basic Services Fee are set forth in **Exhibit B**.

6. **LATE CHARGE.**

You will be required to make all payments due to the Community in a timely manner and otherwise fulfill your financial obligations to the Community. If you fail to make your payments in a timely manner, the Community may terminate this Agreement pursuant to Paragraph 10(B) below. Additionally, the Community may charge a late payment fee of One Hundred Twenty-Five Dollars (\$125.00), plus interest at the maximum legal rate allowed by law, if the Basic Services Fee, or any other fee due under this Agreement is not paid by the sixth (6th) day of the month.

7. **CHANGE OF ACCOMMODATIONS.**

The Community reserves the right and authority to determine and make all arrangements regarding residency relating to you and other residents, including admission, termination of this Agreement, and adjustments in rates and accommodations consistent with state law and the Community's policies.

A. Move to New Apartment.

If you wish to change apartments within the Community and your request for an apartment change is approved by the Community's Executive Director, you shall pay a moving fee of Fifteen Hundred Dollars (\$1500.00) to cover the administrative and labor-related moving costs that are incurred by the Community. You shall be responsible for all costs and fees associated with the physical move of Your belongings to Your new apartment as well as any costs and expenses associated with the repair or cleaning of the Apartment from which You are moving (excluding reasonable wear and tear).

B. Absences from the Community.

If you are temporarily absent from the Community, you will continue to be responsible for the Basic Services Fee and other charges due under this Agreement.

8. ACCESS TO YOUR APARTMENT.

The Community's staff may enter your Apartment for any reasonable purpose, including, but not limited to, performing maintenance-related tasks and other services described in this Agreement. Every effort will be made to notify you that a Community employee will enter or has entered the Apartment for non-routine events.

9. YOUR RIGHTS AND RESPONSIBILITIES

A. Resident Handbook.

You agree to abide by and conform to the rules, regulations, policies and principles as they now exist for the operation and management of the Community and such reasonable amendments to the above as the Community may subsequently adopt in its sole discretion. A copy of the Community's Resident Handbook, which outlines these rules, regulations, policies and principles, is attached to this Agreement as **Exhibit D** and made a part of it. By your execution of this Agreement, you acknowledge receipt of the Resident Handbook and agree to abide by the most current version of the Resident Handbook.

B. Loss/Theft and Insurance.

The Community shall not be responsible for the loss of any property belonging to you or to your estate due to theft or any other cause for any reason, unless such loss is caused by the negligent or intentional acts of the Community or its employees or agents. You are responsible for providing any insurance to protect against such losses at your own expense. You are strongly urged to procure insurance including health, life, disability, property, renter's and, if applicable, motor vehicle insurance for your own protection.

C. No Proprietary Interests.

Your rights under this Agreement are the rights and privileges expressly granted herein, and do not include any proprietary interest in the Community or affiliates of the Community.

D. Absences.

You are free to leave the Community at any time that you wish, but the Community cannot be responsible for any obligations or expenses incurred by you at such time. You agree to notify the Community in advance of an absence.

E. Motorized Cart Policy.

You may operate a motorized cart at the Community, subject to the conditions and restrictions set forth in the Resident Handbook and the Community's Motorized Cart Policy. You hereby agree to operate Your motorized cart in a safe manner and to pay for any damage to the property of others caused as a result of the use or operation of Your motorized cart. The Community's Motorized Cart Policy is attached to and made a part of this Agreement as **Exhibit E**.

10. TERMINATION OF AGREEMENT

A. Termination By You.

You may terminate this Agreement at the end of the Initial Term or during any renewal term by giving the Community at least sixty (60) days' prior written notice of termination. You will continue to be responsible for Your Monthly Services Fee and any other fees payable under this Agreement until the sixty (60) day period has expired or until You have vacated Your Apartment as described in Paragraph 10(D) below, whichever is later. Notwithstanding the foregoing, if at any time you become incapable of providing or fail to provide for your health care or personal care needs due to a change in health condition as verified by your physician in writing, or if you develop a physical or mental condition that creates a danger to yourself or others as verified by your physician in writing, and you desire to terminate this Agreement for such reason and move out of your Apartment, this Agreement will terminate on the day that (a) you move into a licensed portion of the Community, or (b) is the 60th day following the date that you provide notice of your intent to move together with a physician's verification.

B. Termination By the Community.

The Community may terminate this Agreement at any time, with or without cause, by giving thirty (30) days prior written notice to you. If the Community terminates this Agreement, you will continue to be responsible for your Basic Services Fee and any other fees payable under this Agreement until the thirty (30) day period has expired and you have vacated your Apartment as described in Paragraph 10(D) below. The Community may terminate this Agreement, in its discretion, if any of the following events occur:

- (1) You fail to pay the Basic Services Fee or any additional charges for services that you have requested within five (5) days after the due date;
- (2) You fail to comply with State or local laws after receiving written notice of an alleged violation thereof;

(3) You breach this Agreement or fail to comply with the most current version of the Community's Rules and Regulations or Resident Handbook, as required under Paragraph 9(A) above;

(4) Your unmet care needs warrant a transfer as described in Paragraph 2(A);

(5) You acquire a condition or engage in conduct that interferes with or jeopardizes the health, safety, or peaceful lodging of others at the Community; or

(6) The use of the Community changes.

B. Death.

Following your death, this Agreement shall terminate upon the date which is thirty (30) days following the date upon which the Community receives written notification of your death provided that your Apartment is vacated and all of your personal belongings are removed from it by the date which is thirty (30) days following the date upon which the Community receives written notification of your death. In the event that your Apartment is not vacated and all of your personal belongings are not removed from it by the date which is thirty (30) days following the date upon which the Community receives written notification of your death, then this Agreement shall terminate upon the date which is fifteen (15) days following the date that your Apartment is vacated and all of your personal belongings are removed from it. Notwithstanding any other term or condition set forth herein, in the event of Your death, any outside caregivers, companions, private duty aides or other personnel who were employed or retained by you to render services at the Community shall no longer be allowed to inhabit the Apartment and shall leave the Community. In no event shall such outside caregivers, companions, private duty aides or other personnel who were employed or retained by you to render services at the Community be allowed to solicit other residents for employment or be allowed to remain at the Community.

C. Vacating Apartment.

Following either party's written notification of termination in accordance with 10 (A), this Agreement shall terminate upon the later to occur of the following: (1) the effective termination date; or (2) the date that you or your estate vacates the Apartment and removes all of your personal belongings from it. Until the Apartment is vacated and all of your property is removed from the Apartment, notwithstanding any other terms or conditions set forth in this Paragraph 10, you or your estate shall remain liable for the Basic Services Fee. In addition, if you or your estate fails to remove your property from the Apartment, the Community may, upon fourteen (14) days advance written notice to you or your estate, remove your property from your Apartment and charge you or your estate for its actual costs of moving and storage. If you or your estate abandons your personal property following termination of this Agreement, the Community shall have the right to dispose of your property in accordance with Oklahoma law.

D. Amount of Refund.

Following this Agreement's termination, the Community shall pay you or your estate a refund equal to any unused pro rata portion of your final Basic Services Fee, minus the following: (i) the amount of any unpaid Basic Services Fees, fees for optional services, or other charges that you owe to the Community under this Agreement; (ii) the costs of repairing any of the Community's property that was damaged by you or your visitors, excluding normal wear and tear; and (iii) any expense incurred by the Community to remove and/or store any of your property that was not removed when you vacated your Apartment. You or your estate will receive any refund that is due within thirty (30) days following the date of your discharge, transfer, or death. If the amount you owe to the Community exceeds the sum of the combined total of your final Basic Services Fee, the Community will bill you for the difference.

E. Release From Obligations.

Any termination of this Agreement under this Paragraph 10 shall terminate the Community's obligation to furnish accommodations and services to you.

F. Survival of Provisions.

This Paragraph 10 shall survive the termination of this Agreement.

11. PROPERTY OF COMMUNITY.

A. No Property or Management Rights.

The Community reserves the exclusive right to manage and operate the Community and make all decisions concerning the admission, terms of admission, or dismissal of residents consistent with state laws, rules and regulations. This Agreement shall give you no property right or management interest in the Community. In addition, you shall have no right to any of the Community's personal property, including furnishings and fixtures in the Apartment or in the Community's common areas.

B. Liability for Damage.

You agree to maintain the Apartment in a clean, sanitary and orderly condition. You further agree to reimburse the Community for any loss of or damage to the Community's real or personal property, inside or outside of the Apartment, caused by you or persons on the premises with your permission, excluding normal wear and tear.

12. YOUR LIABILITY TO OTHERS.

You accept full responsibility for any injury or damage caused to others, or suffered by you, as a result of your own acts or omissions, and those of your guests or invitees, and you indemnify and hold harmless the Community and its directors, agents and employees from any and all liability for such injury or damage, including attorneys' fees.

13. **ADMISSIONS.**

You understand and agree that the information set forth on your application forms, personal interview and emergency information records, as applicable, are a part of this Agreement, and that any misrepresentation made by you as to your age, finances, resources and health history may render this Agreement voidable at the option of the Community. You agree to submit updated copies of the above forms upon request from the Community, when required by state regulations, or when you become aware of a change in your medical history or records or your medical condition.

14. **ADVANCE DIRECTIVES.**

"It is the policy of this Community not to maintain any medical information or advance directives on file for residents living in an unlicensed portion of the Community. The term "advance directives" includes health care powers of attorney, living wills, or other documents that describe the amount, level or type of health care that you would want to receive at a time when you can no longer communicate those decisions directly to a physician or other health care professional. It also includes documents in which you legally appoint another person to make health care decisions for you. If you have executed such documents, or if you execute such documents after you move into the Community, the Community recommends that that you maintain a "File of Life" in an envelope or sleeve attached to the inside of the kitchen cabinet door closest to the entrance to your kitchen in the Apartment. The Community will endeavor to direct emergency medical technicians to the File of Life in the event of an emergency. **The Community does not guarantee that your File of Life will be reviewed by emergency medical technicians or that it will be given to other health care professionals who supply health care to you, nor does it guarantee that health care professionals who receive your advance directive will abide by its terms.**"

15. **INCOMPETENCY.**

If you become legally incompetent or are unable to properly care for yourself or your property and you have made no other designation of a person or legal entity to serve as your guardian or conservator, you hereby grant authority to the Community to apply to a court of competent jurisdiction for the appointment of a conservator or guardian.

16. **WAIVER OF ONE BREACH NOT A WAIVER OF ANY OTHER.**

The failure of the Community in one or more instances to insist upon the strict performance, observance or compliance by you with any of the terms and provisions of this Agreement, shall not be construed to be a waiver or relinquishment by the Community of its right to insist upon strict compliance by you with all of the terms and provisions of this Agreement.

17. **ENTIRE AGREEMENT.**

This Agreement, along with the other documents and appendices referenced in this Agreement, constitutes the entire agreement between you and the Community and may be amended only by a written instrument signed by you and your legal representative and by an authorized representative of the Community.

18. **ASSIGNMENT.**

This Agreement may not be assigned by you, but may be freely assigned by the Community to any of its affiliates, parents, subsidiaries, successors or assigns.

19. **GUEST VISITS.**

The Community encourages family and friends to visit you if you so desire, subject to the Community's Rules and Regulations and the Resident Handbook. All guests must register at the front desk and comply with visitor policies.

20. **ATTORNEYS' FEES.**

In the event any action is brought by either party regarding the terms of this Agreement, the prevailing party in such action shall be entitled to its costs and reasonable attorneys' fees incurred from the non-prevailing party, in addition to such other relief as the court may deem appropriate.

21. **NOTICE.**

Notices required by this Agreement shall be in writing and delivered either by personal delivery or mail. If delivered by mail, notices shall be sent by Express Mail, or by certified or registered mail, return-receipt-requested, with all postage and charges prepaid. All notices and other written communications required under this Agreement shall be addressed as indicated below, or as specified by subsequent written notice by the party whose address has changed.

IF TO COMMUNITY: Copper Lake Estates
1225 Lakeshore Drive
Edmond, OK. 73013
ATTENTION: EXECUTIVE DIRECTOR

IF TO RESIDENT: 
1225 Lakeshore Drive, Apt# 
Edmond, OK 73013

22. **SEVERABILITY.**

If any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable, this Agreement shall be read as if such unenforceable provision was not included and all other provisions of this Agreement shall continue in full force and effect.

23. **GOVERNING LAW.**

This Agreement shall be governed by and construed under the laws of the State of Oklahoma, except as to conflicts of laws issues.

24. ARBITRATION AND LIMITATION OF LIABILITY PROVISION

Should any of sub-sections A, B or C provided below, or any part thereof, be deemed invalid, the validity of the remaining sub-sections, or parts thereof, will not be affected.

A. ARBITRATION PROVISION

1. Any and all claims or controversies arising out of or in any way relating to this Agreement or the Resident's stay at the Community, excluding any action for eviction, and including disputes regarding interpretation of this Agreement, whether arising out of State or Federal law, whether existing or arising in the future, whether for statutory, compensatory or punitive damages and whether sounding in breach of contract, tort or breach of statutory duties, irrespective of the basis for the duty or the legal theories upon which the claim is asserted, shall be submitted to binding arbitration, as provided below, and shall not be filed in a court of law. Notwithstanding any other term or condition contained herein, any claim, controversy or action for eviction or for collection of amounts due pursuant to this Agreement shall not be subject to any of the requirements or limitations of this Arbitration and Limitation of Liability Provision and may be instituted and maintained in any court or other tribunal with competent jurisdiction. **The parties to this Agreement further understand that a jury will not decide their case.**
2. The Federal Arbitration Act shall govern the procedure, except if inconsistent with this Arbitration Provision or expressly stated otherwise in this Agreement. Further, nothing in this Agreement is to be construed to contradict any applicable Oklahoma statutory grievance or mediation procedure. Any party who demands arbitration must do so for all claims or controversies that are known, or reasonably should have been known, by the date of the demand for arbitration, and if learned of during the course of the arbitration proceeding shall amend the claims or controversies to reflect the same. All current damages or reasonably foreseeable damages arising out of such claims or controversies shall also be incorporated into the initial demand or amendment thereto.
3. Demand for Arbitration by Resident, his or her guardian, a person or organization acting on behalf of a Resident with the consent of the Resident or his or her guardian, or personal representative of the estate of a deceased Resident (collectively "Resident Party") shall be made in writing and submitted via certified mail, return receipt requested to:

Senior Lifestyle Management, L.L.C.
Attention: Stephen J. Levy, Esq.
111 East Wacker Drive, Suite 2200
Chicago, Illinois 60601

Demand for Arbitration by the Community shall be made in writing and submitted to the Resident or his or her agent, representative, successor or assign and/or Resident's Attorney-in-Fact, if any, and/or Responsible Party via certified mail, return receipt requested to the address set forth in this Agreement.

4. The arbitration proceedings shall take place in the county in which the Community is located, unless agreed to otherwise by mutual consent of the parties and shall be submitted to the American Arbitration Association, provided that it shall be conducted by one (1) arbitrator who is a retired circuit or federal court judge or a member of the Bar in the state where the Community is located with at least ten (10) years of experience practicing as an attorney. Each party shall have the right to request, in writing, one (1) substitution within ten (10) days of receiving notice of the identity of the arbitrator who shall be independent of all parties, witnesses, and legal counsel.
5. The Federal Rules of Civil Procedure shall govern discovery in the arbitration proceeding. However, discovery shall be modified insofar as the only depositions allowed shall be of experts. No other individuals may be deposed.
6. The arbitrator's decision shall be final and binding without the right to appeal. The arbitrator's fees and costs associated with the arbitration shall be divided equally, unless the Resident is proven indigent. The parties shall bear their own attorneys' fees and hereby waive any right to recover same, actual or statutory. The arbitration proceeding shall remain confidential in all respects, including the demand therefore, all arbitration filings, deposition transcripts, documents produced, obtained in discovery, or other material provided by or exchanged between the parties and the arbitrator's findings of fact and conclusions of law. Following receipt of the arbitrator's decision, each party agrees to return to the producing party within thirty (30) days the original and all copies of documents exchanged in discovery and at the arbitration hearing, except those required to be retained by counsel pursuant to law. The parties also agree not to discuss the amount of any award or settlement, the names of the parties, or the name/location of the Community except as required by law.
7. The Limitation of Liability Provision below is incorporated by reference into this Arbitration Provision. This Arbitration Provision and the Limitation of Liability Provision below shall survive the death of the Resident.

I have read and understand the provisions of this arbitration section


Initial

B. LIMITATION OF LIABILITY PROVISION: *Read Carefully Before Signing*

1. The parties to this Agreement understand that the purpose of this "Limitation of Liability Provision" is to limit, in advance, each party's liability in relation to this Agreement.
2. Liability of any claim brought by a party to this Agreement against the other party, including but not limited to a claim by the Community for unpaid charges, or a claim by, or on behalf of Resident, or by resident's estate, agent or legal representative, arising out of the care or treatment received by resident or resident's occupancy or presence at the Community, including, without limitations, claims for medical negligence, shall be limited as follows:
 - a. Net economic damages shall be awardable, including but not limited to, past and future medical expenses, offset by any collateral source payments such as payments made by medical insurance.

- b. Non-economic damages, such as pain and suffering shall be limited to a maximum of \$250,000.00.
 - c. Interest and/or late fees on unpaid assisted living charges shall not be awarded.
 - d. Punitive damages shall not be awarded.
3. Should sub-sections a, b, c and/or d, provided above, be deemed invalid, the validity of the remaining sub-sections will not be affected.

I have read and understand the provisions of this limitation of liability section:

Initial

C. BENEFITS OF ARBITRATION AND LIMITATION OF LIABILITY PROVISION

The parties' decision to select arbitration is supported by the potential cost-effectiveness and time savings offered by selecting arbitration, which may avoid the expense and delay of judicial resolution in court. The parties' decision to select arbitration and to agree to limitation of liability also are supported by the potential benefit of preserving the availability, viability and insurability of a seniors housing company for the elderly and disabled in Oklahoma by limiting such seniors housing company's exposure to liability. With this Agreement, the Community is better able to offer its services and accommodations at a rate that is more affordable to the Resident. In terms of the time-savings offered by selecting arbitration, the parties recognize that often the Resident is elderly and may have a limited life-expectancy, and therefore selecting a quick method of resolution is potentially to a Resident's advantage. The Resident, responsible party, or his or her legal guardian, or authorized power of attorney understands that other seniors housing companies' residency agreements may not contain an arbitration provision, or limitations of liability provision. The parties agree that the reasons stated above are proper consideration for the acceptance of the Arbitration and Limitation of Liability Provisions. **The undersigned acknowledges that he or she has been encouraged to discuss this Agreement, and specifically these provisions, with an attorney. The parties to this Agreement further understand that a jury will not decide their case.**

I have read and understand the provisions of this benefits of arbitration and limitation of liability section

Initial

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If it is determined by a court of law that the Arbitration Provision provided in this Agreement is invalid, the parties hereto make clear their express desire to waive a jury trial and resolve their claims against each other in the appropriate court solely before a judge.

IN WITNESS WHEREOF, the parties have executed this Agreement in duplicate as of the date set forth on the cover page of this Agreement.

RESIDENT(S):

Name: [REDACTED]

Address: 1225 Lakeshore Drive Apt# [REDACTED]

Edmond, OK 73013

[REDACTED]
(Signature)

7/15
(Date)

THE COMMUNITY:

By: Amber Saunders

Its: Business Office Manager

[REDACTED]
(Signature)

7/15
(Date)

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EXHIBIT A SUPPLIES AND SERVICES INCLUDED IN THE BASIC SERVICES FEE

EXHIBIT B SCHEDULE OF FEES FOR ADDITIONAL AMENITIES AND SERVICES

EXHIBIT C RULES AND REGULATIONS FOR PRIVATE DUTY ATTENDANTS

EXHIBIT D RESIDENT HANDBOOK

EXHIBIT E MOTORIZED CART POLICY